



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: ASBESTOS REMEDIATION TERM CONSTRUCTION
CONTRACTS (TCC#8)

CONTRACT #: 0601-12

CONTRACT DATES: 09/21/12 – 08/31/16

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): ENVIRONMENTAL CONSTRUCTION GROUP, INC.
P.O. BOX 485
WAYLAND, NY 14572

PHONE: 585-657-4223
FAX: 585-657-6953

SECTION 00 70 00

CONTRACT TERMS AND CONDITIONS

1. GENERAL DESCRIPTION

Asbestos Remediation Term Construction Contracts (TCC #8) consists principally of the furnishing of all labor, supervision, equipment, materials and supplies for the removal and disposal or encapsulation of asbestos containing materials on an as-needed basis at locations owned, rented, leased, or otherwise controlled by the COUNTY.

- a. TCC #8 consists of two (2) separate contracts; Contract No. 8-A: Asbestos Remediation – Routine Work; and Contract No. 8-B: Asbestos Remediation-Emergency Work.

2. CONTRACT TERM

The Contract shall extend from the Date of Award through August 31, 2013, with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties.

3. DEFINITIONS

- a. *BIDDER*: Any party or parties submitting in proper form a Proposal to perform the WORK hereinafter specified to be performed. The successful BIDDER selected by the COUNTY to perform the WORK hereinafter specified will thereafter be known as the "CONTRACTOR".
- b. *CONTRACT DOCUMENTS*: Consist of the Notice to BIDDERS, Contract Terms and Conditions, Proposal, Bid Guarantee, Contract, Performance and Payment Bonds, Technical Specification, and Drawings.
- c. *CONTRACT LABOR RATE*: The New York State Department of Labor Prevailing Wage Rate for Laborer-Building Basic Journey worker plus Asbestos removal allowance over basic rate.
- d. *CONTRACTOR*: Party or parties contracting to perform the WORK or his or their heirs, executors, administrators, successors, or assigns.
- e. *COUNTY*: Monroe County or the County of Monroe.
- f. *EMERGENCY WORK*: WORK that requires immediate correction having an adverse effect on the safety and welfare of the building population and/or jeopardizing the continued use of the space and/or building. The CONTRACTOR shall respond and be at the WORK site within one (1) hour of notification received from the COUNTY.
- g. *EXTRA WORK*: WORK not included as a part of a Payment Item, as determined and approved by the COUNTY.

- h. *MULTIPLIER*: The factor developed by the BIDDER that shall determine the Low BIDDER and which when multiplied times LABOR PAYMENT ITEM determines payment to the CONTRACTOR. The MULTIPLIER shall include allowances to cover all costs associated with off-site supervision labor, transportation labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurances, profit, and other contingencies in connection therewith.
 - 1) There are two (2) separate MULTIPLIERS;
 - (a) one (1) for Contract 8-A: Asbestos Remediation – ROUTINE WORK; and
 - (b) one (1) for Contract 8-B: Asbestos Remediation – EMERGENCY WORK.
- i. *ROUTINE WORK*: WORK that can be scheduled.
- j. *PAYMENT ITEMS*: The list of WORK items and prices which are the basis for bidding, defining WORK ORDERS and payment. The PAYMENT ITEMS include:
 - 1) LABOR PAYMENT ITEM: The actual on-site hours worked, multiplied by the CONTRACT LABOR RATE; when multiplied times the BIDDER'S MULTIPLIER determines payment to the CONTRACTOR.
 - 2) Department of Labor Notification Fee at actual cost
- k. *WORK*: The designated asbestos remediation to be performed by the CONTRACTOR under the Specifications attached hereto. The WORK consists of ROUTINE as well as EMERGENCY WORK.
- l. *WORK ORDER*: the written authorization by the COUNTY to the CONTRACTOR to perform a defined quantity of WORK.

4. BRAND REFERENCE

Reference to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. BIDDERS may submit bids on alternates, but must attach catalog sheets listing the specifications for any alternate bid. Further, the BIDDER must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment shall perform per the specified brand. The acceptance of a BIDDER's alternate rests solely with the COUNTY.

5. SPECIFICATION ALTERATION

- a. Specifications shall be construed to be complete, and except where specifically noted, be considered the entire description of the goods or services upon which the COUNTY is now seeking bids.
- b. Only formal written addenda can materially alter this set of specifications. No verbal statement made by the COUNTY, their agent, or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

6. BID PROPOSAL

- a. Proposals shall be submitted in duplicate on the enclosed Proposal forms. Proposals shall be enclosed in a sealed envelope plainly marked with the title of the WORK and name and address of the BIDDER on the outside. No proposal shall be considered unless filed on or before the time and at the place designated.
 - 1) If the Proposal is submitted by mail, preferably registered, the sealed Proposal, marked as noted above, must be addressed to:

Dawn Staub, Purchasing Manager
Monroe County
200 County Office Building
39 West Main Street
Rochester, NY 14614
- b. BIDDERS shall submit a single Bid with a MULTIPLIER, and may bid on either or both Contracts.
 - 1) The MULTIPLIER, when applied to the respective Labor Rate Payment Item, shall establish the price to be paid for the WORK. The MULTIPLIER shall include cost allowances to cover all associated with off-site supervision labor, transportation labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurances, profit, and other contingencies in connection therewith.
 - 2) Department of Labor Notification Fee shall be reimbursed separately at cost.
 - 3) Air and project monitoring shall be the responsibility of the COUNTY and shall not be used to determine the contract award.
- c. The COUNTY is exempt under Sections 1116 of the Tax Law, and therefore, no sales tax shall be included.
- d. The following is an example of how the MULTIPLIER is to be shown:

CONTRACT LABOR RATE = 100% Wage Rate
BIDDER's Price = 150% x Wage Rate

MULTIPLIER = 1.50 OR One Point Five-Zero

DO NOT use percentage to show the MULTIPLIER. Any bid showing percentages as the MULTIPLIER shall be rejected.
- e. Negligence on the part of the BIDDER in preparing his Proposal confers no right for the withdrawal of the Proposal after it has been opened.

7. WAGE RATES

- a. The Prevailing Wage Rate Schedule developed for these CONTRACT DOCUMENTS is NYS Department of Labor Prevailing Rate Case (PRC) #2012002359. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening shall be distributed by addendum.

- b. In the event that the prevailing rate of wages or supplements change after the bids have been opened, or after the contract is awarded, an updated schedule shall be issued by the State Department of Labor. Each workman, laborer or mechanic shall be paid or provided not less than the new updated rates. The CONTRACT LABOR RATE shall be adjusted by the updated Laborer – Building Basic Journey worker plus Asbestos Removal Allowance Over Basic Rate.
- c. The CONTRACT LABOR RATE shall be charged for all WORK performed.
- d. Should the COUNTY require WORK to be performed during weekends or legal holidays, the CONTRACT LABOR RATE shall be adjusted according to the prevailing wage rate schedule.

8. BID GUARANTY

- a. A Bid Guaranty of Ten Thousand Dollars (\$10,000) is required to be submitted with this Bid. This may be in the form of a Bid Bond, certified check, or standard form irrevocable letter of credit payable to Monroe County, Director of Finance. If a BIDDER submits a certified check or an irrevocable letter of credit, such guaranty may be rolled over as the Performance or Payment Bonds required herein. If a Bid Bond is submitted then the BIDDER shall be required to submit separate Performance and Labor and Materials Bonds, and upon receipt shall be returned the Bid Bond.
- b. Bid guaranties shall be returned within ten (10) days after the bids are opened to BIDDERS whose Proposals, in the judgment of the COUNTY and ENGINEER, shall not be considered in making the award. All other checks shall be returned upon execution of the Contract and required bonds by the successful BIDDER.

9. BID AWARD

- a. The COUNTY reserves the right to award a Contract, based on the Bid MULTIPLIER, to the lowest responsible BIDDER who meets all terms of the Specifications. The COUNTY reserves the right to reject any or all Bids, if the Monroe County Purchasing Manager deems said action to be in the best interests of the COUNTY.
- b. The COUNTY reserves the right to consider bids for forty-five (45) days after the receipt before awarding any Contract.
- c. The acceptance of Proposal shall be a Notice of Award in writing from the COUNTY. The Notice of Award shall bind the successful BIDDER to execute the Contract as provided hereinafter.

10. EXECUTION OF THE CONTRACT

- a. The BIDDER who's Proposal have been accepted shall execute the Contract within ten (10) calendar days of the date of Notice of Award.
- b. As a part of the execution of the Contract the successful BIDDER shall procure, execute and deliver to the COUNTY, and maintain, at his own cost and expense, for the period of the Contract the following bonds, in the form attached herein, of a surety company approved by the COUNTY and authorized to do business in the State of New York as a surety:
 - 1) Performance Bond: in the amount of One Hundred Thousand Dollars (\$100,000).
 - 2) Payment Bond: in the amount of One Hundred Thousand Dollars (\$100,000).
- c. As a part of the execution of the Contract the successful BIDDER shall secure and

maintain for the entire length of the Contract, including the guarantee period, such insurance policies, naming the CONTRACTOR and the County of Monroe as an additional insured and shall protect those named and including his Subcontractor, including their officers, officials, employees and agents, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly, the following insurance policies with insurance companies authorized to do business in New York State are required:

- 1) New York Statutory Worker's Compensation and Disability.
- 2) General Liability Insurance; \$1,000,000 per occurrence and aggregate limits of \$3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage.
- 3) CONTRACTOR's Protective Liability covering operations of Subcontractors, with same limits.
- 4) Contractual Liability covering Hold Harmless Clause.
- 5) Automobile Public Liability and Property Damage covering both owned and hired vehicles. (Bodily Injury \$1,000,000 each accident; Property Damage \$1,000,000 each accident.)
- 6) Prior to the storage or use of explosives, the CONTRACTOR shall provide evidence of blasting coverage in the Public Liability, Property Damage and CONTRACTOR's Protective Liability Insurance.
- 7) All Risk Builders Risk or All Risk Installation Floater, as appropriate, including Fire and Extended Coverage in an amount of \$50,000.
- 8) If any of the rating classifications embody property damage exclusions x, c, or u, coverage for eliminating such exclusions must be provided with same limits.

Said certificates of insurance shall contain a thirty (30) day notice of cancellation in favor of the COUNTY.

The above outlined insurance requirements are the minimum during the Contract period.

During the guarantee period the CONTRACTOR shall furnish completed operation liability insurance in a minimum amount of \$3,000,000. Prior to the release of the final payment, the CONTRACTOR shall provide a certificate of insurance for this coverage which may not be canceled prior to the end of the guarantee period.

- d. Failure or refusal of the BIDDER, whose Proposal is accepted, to execute the Contract shall entitle the COUNTY to proceed against the sum represented by the bid guaranty to recover damages, or take such other action as the COUNTY may deem in the public's best interest.

11. MATERIALS

- a. The furnishing of all materials to complete a job shall be the responsibility of, and paid for by, the CONTRACTOR
- b. All materials, equipment and accessories shall be new, of good quality and shall be essentially the standard product used for the particular kind of repair or encapsulation work. Should the COUNTY or its representatives request a specific grade, quality or type of material, that specific grade, quality and type shall be provided by the CONTRACTOR.
- c. Prior to award of the Contract and within forty-eight (48) hours of request by the COUNTY, the CONTRACTOR shall furnish for approval the identification of the materials to be used and all samples and testing data as required by the technical specification. The submittal shall include the identification of the availability of all materials. WORK shall be in accordance with the approved materials.

12. EQUIPMENT

The CONTRACTOR shall provide all tools and equipment normally used in the CONTRACTOR'S trade. CONTRACTOR shall also be responsible for supplying their own source of power, electricity and water on projects that lack such on-site utilities.

13. WRITTEN ESTIMATES

- a. Requests for estimates for ROUTINE WORK shall be made in writing, by electronic device, or by phone from the COUNTY to the CONTRACTOR. The request shall identify the time period for performing the WORK.
- b. For ROUTINE WORK, the CONTRACTOR must respond to the request, inspect the site(s), and submit a written estimate of the WORK to be performed to the COUNTY within seven (7) calendar days of the request.
- c. All estimates shall include the number of hours required to perform the WORK, times the CONTRACT LABOR RATE, times the Bid MULTIPLIER, and fee for NYS DOL notification as required.
- d. After the written estimate is submitted to and accepted by the COUNTY, a WORK ORDER shall be issued to the CONTRACTOR by the COUNTY.
- e. For EMERGENCY WORK service requests, the CONTRACTOR's estimate and the COUNTY's approval may be electronic or verbal, followed by written after the WORK has started, in the form of a WORK ORDER.
- f. Final invoice cost of WORK to the COUNTY shall not exceed the CONTRACTOR's estimate and shall be the actual time on site.

14. WORK ORDERS

- a. WORK shall be authorized through one (1) or more WORK ORDERS. Each individual WORK ORDER shall total not more than One-hundred Thousand Dollars (\$100,000).
- b. Each WORK ORDER shall identify the location, and description of WORK along with a total estimated price for performing the WORK.
- c. WORK shall be done in accordance with the schedule stipulated in the written WORK ORDER such that operation of a facility is not impaired except as agreed to in writing. If the time stipulated in the WORK ORDER extends beyond the time of the Contract, the Contract shall be extended to the completion date of the WORK ORDER.
- d. With exception to EMERGENCY WORK, no WORK shall be performed until a written WORK ORDER has been issued by the COUNTY to the CONTRACTOR. Any WORK performed by the CONTRACTOR prior to receipt of the WORK ORDER shall be at the CONTRACTOR's own risk.
- e. EMERGENCY WORK request may be made by the COUNTY by electronic device or telephone and followed by a written WORK ORDER.

15. EMERGENCY WORK

- a. EMERGENCY WORK is performed under Contract 8-B only.
- b. EMERGENCY WORK is that which requires immediate correction of a condition having an adverse effect on the safety and welfare of the building population and/or jeopardizing the continued operation or use of the building. EMERGENCY WORK is to be started by the CONTRACTOR within one (1) hour of a call from the COUNTY and can occur at any time.
 - 1) The CONTRACTOR shall have an employee available at all times to address issues and problems, which may arise. This employee shall carry a pager and/or cellular phone and have authority to summon manpower and equipment.
 - 2) The CONTRACTOR shall provide the COUNTY with employee's name(s), home phone number(s), cellular phone and/or pager number(s).
 - 3) Failure of the CONTRACTOR's emergency contact employee to respond to three (3) emergency calls in a twelve (12) month period may be cause for termination of the Contract.

16. QUALITY OF WORK

All WORK shall be performed and completed with a minimum of delay. It shall be done in a neat and workmanlike manner and in accordance with accepted good practice. The workers shall be skilled in the trade in which employed and shall make all work safe for the occupants of the building.

17. REVIEW OF WORK

- a. The WORK shall be inspected by the COUNTY and the CONTRACTOR's quality of service shall be judged prior to payment.
- b. The CONTRACTOR shall charge only for hours actually at the site for each project. Travel time and transportation costs to, from, and between project sites shall not be charged to the COUNTY. These costs as well as supervisory help, clerical help and drivers shall be included in the MULTIPLIER.
- c. The CONTRACTOR shall use only the number of workmen necessary to do the job at hand. Should the COUNTY feel the WORK is being over-staffed; the staffing shall be reviewed by the CONTRACTOR and the COUNTY. As a result, the COUNTY may limit the number of workmen on a particular job in the future and/or terminate the Contract.

18. ADDITIONAL PERFORMANCE BONDS

- a. Prior to commencement of WORK, the COUNTY requires the Performance and Payment Bonds in the amount of one hundred percent (100%) of the WORK shall be in place. Therefore, where more than one (1) WORK ORDER is authorized at one (1) time, the sum total of each type of surety bond shall be the difference between the full amount of the sum of the estimated price of all of the WORK ORDERS and One Hundred Thousand Dollars (\$100,000).
- b. The additional Bonds shall be returned upon acceptance of the WORK ordered by the COUNTY.

19. PAYMENTS

- a. Payments for performance of the WORK performed under each WORK ORDER of this Contract shall be made by the COUNTY to the CONTRACTOR based on the terms and conditions stated in the Contract.
- b. At least five (5) days before the submission of application for payment, the CONTRACTOR shall furnish to the COUNTY a complete breakdown of the job listing the base pay of each worker plus benefits and supplemental (total labor cost), the associated number of hours for each worker on the job, notification fee, and negotiated item cost for all WORK performed. This breakdown, when approved, shall be used as a basis for preparing an approvable invoice for payment. In no instance shall the total cost exceed the original written estimate for the job. The CONTRACTOR shall furnish a Monroe County Claim Voucher with each application for payment.
- c. Payments shall be calculated based on multiplying the CONTRACT LABOR RATE times the number of hours of the WORK performed, times the Bid MULTIPLIER and then adding applicable notification fees, a negotiated item, or any combination thereof. The CONTRACTOR shall charge only for hours actually at the site on each particular job. No payment shall be made for time necessary to re-clean in the event of failure of final air sampling or final clearance. Travel time and transportation costs to, from, and between job sites shall not be charged to the COUNTY.

- d. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the CONTRACT DOCUMENTS.

20. CLOSE-OUT, ACCEPTANCE AND GUARANTEE OF WORK

- a. Upon completion of the WORK ORDER the COUNTY shall approve all of the WORK done and shall, within fifteen (15) days of the approval, prepare a final certificate of the WORK done and the value thereof.
- b. The CONTRACTOR shall submit final close-out documents and provide the following prior to the COUNTY issuing final payment:
 - 1) Completion letter on company letterhead and signed by an authorized company representative that states that all asbestos materials identified in the asbestos survey were properly abated and disposed of per all applicable laws and regulations.
 - 2) Submission of all waste shipment record forms signed by the CONTRACTOR, waste transportation company, and landfill operator for each shipment of asbestos waste.
 - 3) Copies of project notifications to the NYS DOL and the US Environmental Protection Agency.
 - 4) Certified payroll records on forms satisfactory to the COUNTY.
 - 5) Provision of a complete record of the project including copies of licenses and certifications of personnel, medical and respirator fit testing records, project logs, and OSHA personal sampling reports.
 - 6) Remove and/or restore temporary facilities, services, surplus materials, rubbish and similar appurtenances.
 - 7) Secure from unauthorized entry any vacant structures that have been abated, in the same manner that it was secured prior to the start of the abatement work.
- c. The COUNTY shall, upon approval of the final certificate, and receipt of the close-out documents shall promptly pay the CONTRACTOR the entire sum so found due thereunder after deduction of all previous payments and amounts to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.
- d. The CONTRACTOR shall guarantee the WORK accomplished under this Contract for a period of one (1) year from the date of issuance of final certificate for the WORK ORDER. For WORK ORDER values of \$25,000 or greater, the guarantee period shall be considered as WORK remaining to be completed under this Contract and shall have a value of one percent (1%) of the final WORK ORDER amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract WORK ORDER amount) shall be retained.
- e. Upon expiration of the guarantee period, the CONTRACTOR shall submit an Invoice for approval to the COUNTY for final payment, which shall include any and all monies due the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

21. ASSIGNMENT

The CONTRACTOR may not assign, transfer, convey, sublet or otherwise dispose of the Contract to any person or corporation without the prior consent of the COUNTY in writing.

22. WAGE RATES AND PAYROLL RECORDS

- a. Pursuant to the provisions of Section 220-A of the New York State Labor Law, as amended, CONTRACTOR and its subcontractors shall be obligated to pay to all laborers, workmen and mechanics the applicable prevailing wage rates and supplements. Included in this Specification are the current applicable wage rates and supplements.
- b. The CONTRACTOR shall submit weekly a copy of all payrolls to the COUNTY. The prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the CONTRACTOR indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the WORK he performed.
- c. The CONTRACTOR shall make the records required under this clause available for inspection by authorized representatives of the COUNTY and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.
- d. As no installation is required in this Contract, the most commonly appropriate trade for this contract is asbestos removal and abatement worker.

23. FEDERAL SINGLE AUDIT ACT

In the event the CONTRACTOR is a recipient through the Contract, directly or indirectly, of any funds of or from the United States Government, CONTRACTOR agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The CONTRACTOR shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110, and A-133, and such other circulars, interpretations, opinions, rules, or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Article I of the Contract, _____ dollars (\$_____) of such amount, or _____ percent (_____%) of such amount, is being passed-through the COUNTY from the United States Government under the following:

Award Name: _____

Award Number: _____

Award Year: _____

Name of Federal Agency: _____

Catalog of Federal Domestic

Assistance (CFDA) Number: _____

The Award [] is, [] is not, related to Research and Development.

If on a cumulative basis the CONTRACTOR expends Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the COUNTY; however, if there are findings or questioned costs related to the program that is federally funded by the COUNTY, the CONTRACTOR shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the COUNTY.

If on a cumulative basis the CONTRACTOR expends less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the CONTRACTOR's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the CONTRACTOR's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, NY 14614

The CONTRACTOR shall, upon request of the COUNTY, provide the COUNTY such documentation, records, information and data and response to such inquiries as the COUNTY may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the COUNTY and permit such auditors to have access to, examine and copy all records, documents, reports, and financial statements as the COUNTY deems necessary to assure or monitor payments to the CONTRACTOR under the Contract.

The COUNTY's right of inspection and audit pursuant to the Contract shall survive the payment of monies due to CONTRACTOR and shall remain in full force and effect for a period of three (3) years after the close of the CONTRACTOR's fiscal year in which any funds or payment was received from the COUNTY under the Contract.

24. NON-DISCRIMINATION

- a. The CONTRACTOR agrees that in carrying out its activities under the terms of the Contract that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it shall abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York.

25. UTILIZATION OF MINORITY (MBE) AND WOMEN'S (WBE) BUSINESS ENTERPRISES

- a. It is the policy of the COUNTY that Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) be afforded opportunities to participate as Subcontractors on COUNTY projects. In furtherance of that policy, the COUNTY requires CONTRACTOR's to utilize their best efforts to achieve goals for MBE and WBE participation on all COUNTY projects. On this project, that goal is a combined participation of MBE firms on ten percent (10%) of the project and by WBE firms on two percent (2%) of the project. The successful BIDDER on this project shall take various affirmative steps to achieve the participation goals set forth herein. Those affirmative steps, along with the Bid submission and Contract requirements, are described hereafter.
- b. As part of the Bid submission, BIDDERS shall complete the Certification for Utilization of Minority and Women Business Enterprises, and upon written request of the COUNTY the Lowest Responsive BIDDER shall provide to the COUNTY, within five (5) days of the Bid date, a completed Subcontracting Plan. A copy of the certification for utilization form is included in this Document.
- c. The CONTRACTOR shall agree to take the affirmative steps identified to afford opportunities for MBE and WBE firms on the project and shall make his/her best efforts to meet the MBE/WBE participation goals established for this project.
 - 1) The CONTRACTOR shall be required to designate, in writing, an executive of its company who shall have overall responsibility for implementing the CONTRACTOR's MBE/WBE Utilization Plan.
 - 2) The CONTRACTOR shall maintain records showing Subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. Upon written request of the COUNTY, the CONTRACTOR shall provide to the COUNTY a completed MBE/WBE Monthly Report. A copy of the monthly report form is included in this Document.
 - 3) The CONTRACTOR shall submit payment records that demonstrate payment to all Subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to Subcontractors for work previously paid for by the COUNTY. A copy of the affidavit form to be utilized is included in this Document.
- d. Upon written request of the COUNTY, the CONTRACTOR shall provide to the COUNTY a MBE/WBE Utilization Plan. The Plan must identify, to the maximum extent possible, the MBE and WBE firms to be utilized by the CONTRACTOR. The COUNTY's MBE/WBE Officer shall be responsible for reviewing the CONTRACTOR's Plan and for reviewing each Subcontractor's qualifications as an MBE or WBE. A copy of the utilization plan form is included in this Document.
 - 1) The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the MBE/WBE firms identified in the Plan. The CONTRACTOR shall be obligated, throughout the term of the Contract, to furnish to the COUNTY copies of all subcontracts with MBE and WBE firms for Project WORK. Failure to provide a copy of such subcontracts prior to commencement of the subcontracted WORK shall constitute a breach of the CONTRACTOR's obligation and the COUNTY shall have the right, at its discretion, to order the

WORK suspended until the CONTRACTOR has complied with this provision. Any costs associated with or resulting from the suspension of WORK due to the CONTRACTOR's failure to comply with this provision shall be the CONTRACTOR's sole responsibility.

- 2) Any amendments to the Utilization Plan submitted by the CONTRACTOR must be approved by the COUNTY, including, without limitation, changes in the WORK to be subcontracted to MBE/WBE firms, changes in use of MBE/WBE firms or substitutions of MBE/WBE firms.
- e. The CONTRACTOR shall be required to take the following affirmative steps to insure MBE/WBE participation on the project:
- 1) notify Minority or Women's Contractor Association of the subcontracting opportunities on the project prior to soliciting bids/quotations for such work;
 - 2) advertise in Minority and Women's trade association newsletters with respect to subcontracting opportunities;
 - 3) segment the project WORK to be subcontracted to the extent consistent with the size and capability of available MBE and WBE contractor's; or
 - 4) negotiate in good faith with MBE/WBE firms interested in performing work on the project (the CONTRACTOR shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability of any MBE/WBE firms which are not chosen to perform work on the project);
 - 5) take positive action to substitute another MBE/WBE firm in the event an MBE/WBE Subcontractor is unable to perform subcontracted work as originally planned.

The CONTRACTOR's failure to take the affirmative steps listed herein shall constitute a default by the CONTRACTOR of the obligations under the Contract. In the event of such a default by the CONTRACTOR, the COUNTY shall be entitled to deduct from its final payment to the CONTRACTOR the percentage amount of the Contract that equals the CONTRACTOR's shortfall from the MBE/WBE participation goals for this project.

- f. The State of New York maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below. A compilation of State certified MBE/WBE firms is available at the County Purchasing Office, Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614 or from Irv Murph, Monroe County Division of Engineering and Facilities Management, City Place, 50 West Main Street, Suite 7100, Rochester, New York 14614-1228, Telephone: (585) 753-7544. Mr. Murph is available to assist prospective BIDDERS in meeting the requirements of the COUNTY's MBE/WBE program.
- g. The following terms are defined as follows:
- 1) *Minority Business Enterprise (MBE)* - an independent business completely or substantially owned, controlled and operated by one (1) or more members of specified minority groups or socially and economically disadvantaged individuals.
 - 2) *Women's Business Enterprise (WBE)* - an independent business completely or substantially owned, controlled and operated by one (1) or more women.

- 3) *Independent* - demonstrably free from any control, domination or undue influence by individuals or businesses that are not intended to be primary beneficiaries of the MBE/WBE program.
- 4) *Business* - an entity capable of performing a commercially useful function, including management and supervision of the WORK.
- 5) *Owned, Controlled and Operated* - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- 6) *Specified Minority Groups* - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- 7) *Socially and Economically Disadvantaged* - members of a group or an individual found to be so by the U.S. Small Business Administration under Section 8 (a) of the Small Business Act, as amended (15 USC Section 637a).

26. NOTICE OF JOB VACANCIES

- a. The CONTRACTOR recognizes the continuing commitment on the part of the COUNTY to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the COUNTY's need to know when jobs become available in the community.
- b. The CONTRACTOR agrees to notify the COUNTY when the CONTRACTOR has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the CONTRACTOR has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualification (education and experience).
- c. Notice shall be given in writing to:

Employment Coordinator
 Monroe County Department of Human & Health Services
 Room 535, 691 St. Paul Street
 Rochester, New York 14605
 Telephone: (585) 753-3613
 Fax: (585) 753-4506
- d. The CONTRACTOR recognizes that this is an opportunity to make a good faith effort to work with the COUNTY for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the CONTRACTOR to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the CONTRACTOR to hire an individual referred by or through the COUNTY shall be voluntary and based solely upon the CONTRACTOR's job requirements and the individual's qualifications for the job, as determined by the CONTRACTOR.

27. QUALIFICATIONS OF BIDDER

- a. Submission with the Bid: The BIDDER shall submit the following information with their bid. Failure to provide the information with the bid, in part or whole, may be considered grounds for bid rejection by the COUNTY. The COUNTY reserves the right to disqualify BIDDERS based on the submissions provided.
 - 1) BIDDER's current New York State Department of Labor License to perform asbestos abatement projects.
 - 2) Evidence that the BIDDER/company has been licensed and conducted business under the same name for a minimum of five (5) years.
 - 3) Skills and experience with all phases of asbestos abatement work as evidenced through the participation of a minimum of twenty (20) asbestos abatement projects. Project list must include a description of the project size and scope. Include the names and phone numbers of references, including project monitor firm representative. Projects shall have been completed within the last five (5) years.
 - 4) The BIDDER shall submit a notarized statement, signed by an officer of the company, identifying any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by Federal, State, or Local regulatory agencies relating to asbestos abatement activities, including health & safety, for the last twelve (12) calendar months on public projects. Include project owner, contact names, dates and resolutions. If unresolved, indicate as such.
- b. The BIDDER shall possess the financial standing, plant, machinery and equipment necessary to perform work of the scope described herein.
 - 1) The BIDDER must be prepared to present evidence of five (5) years of experience as an asbestos removal contractor using materials and techniques as outlined in the specifications. The BIDDER shall also possess financial standing, plant machinery and equipment adequate to handle this work.
 - 2) The BIDDER shall submit evidence of license by the State of New York to perform work of the scope described herein.
- c. When specifically requested by the COUNTY, a detailed financial and ownership statement shall be submitted by the apparent low BIDDER. The COUNTY shall have the right to take such steps as he deems necessary to determine the ability of the BIDDER to perform his obligations under the Contract, and the BIDDER shall furnish the COUNTY all such information and data for this purpose as he may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the COUNTY that the BIDDER is qualified to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a BIDDER's payment for the Bid Documents by the COUNTY shall not be construed as pre-qualification of that BIDDER.

28. COUNTY'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the CONTRACTOR become insolvent, or should they refuse or neglect to perform the WORK in a proper manner and as directed by the COUNTY, or otherwise fail in the performance of any of their obligations under this Contract, and Surety after proper request fails to complete the Contract, then the COUNTY, upon the certificate of the CONSULTANT that sufficient cause exists to justify such action, and after giving the CONTRACTOR and its Surety seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the WORK by whatever method he may deem expedient. In such cases, no further payment shall be made to the CONTRACTOR until the WORK is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the WORK, such excess shall be paid to the CONTRACTOR. Should such expense exceed the unpaid balance, the CONTRACTOR and its Surety shall pay the difference to the COUNTY. The COUNTY shall audit and certify the expense incurred in finishing the WORK and the damage incurred through the CONTRACTOR'S fault.

29. OTHER AGENCIES

The CONTRACTOR(S) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within the COUNTY. Usage of this Contract by any of these other political subdivisions agencies or corporations shall be coordinated between that subdivision, agency or corporations and the CONTRACTOR. Orders placed against this Contract between any subdivision or agency or corporation shall be contracts solely between the CONTRACTOR(S) and those entities. The COUNTY will not be responsible for, nor will it have any liability or other obligation for, such contract between the CONTRACTOR(S) and any third party.

END OF SECTION

WAGE RATE NOTE

PROJECT: **Asbestos Remediation
Term Construction Contracts (TCC #8)**

NYSDOL PRC#: 2012002359

The CONTRACTOR shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the CONTRACT, the CONTRACTOR shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at **www.labor.state.ny.us**. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this CONTRACT has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#).

A copy of the project specific prevailing wage rate schedule shall be provided to the successful BIDDER upon award of the CONTRACT. Upon written request, the schedule shall be provided by the COUNTY to prospective BIDDERS without internet access.

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. General scope of WORK for each prime contract may include the following:
 - 1. Remove equipment in the work areas when such equipment would impede asbestos removal.
 - 2. Remove identified acoustical lay-in ceiling and fireproofing above.
 - 3. Remove identified acoustical plaster down to brown coat. Wire brush brown coat where shown.
 - 4. Where beams are finished with acoustical plaster, remove it to the brown coat. Wire brush brown coat.
 - 5. Remove friable and/or non-friable pipe insulation. Encapsulate non-friable pipe insulation.
 - 6. Remove tile flooring and adhesive.
 - 7. Remove built-up roofing membranes and flashings.
 - 8. Remove transite siding and roofing tiles.
 - 9. Remove transite piping.
- B. Perform WORK in accordance with 12 NYCRR Part 56, and other applicable regulations.
- C. Asbestos project air sampling and air sampling report shall be performed and prepared by the COUNTY.
- D. Prime Contracts:
 - 1. Contract No. 8-A: Asbestos Remediation – ROUTINE WORK
 - 2. Contract No. 8-B: Asbestos Remediation – EMERGENCY WORK

PART 2 - PRODUCTS

(Not Used)

PART 3 – EXECUTION

3.01 EXECUTION

- A. Contract No. 8-A: Asbestos Remediation – ROUTINE WORK
 - 1. ROUTINE WORK will be scheduled.
 - 2. The CONTRACTOR must respond to a request for estimate from the COUNTY, inspect the work site(s), and submit a written estimate within seven (7) calendar days of the request.
- B. Contract No. 8-B: Asbestos Remediation – EMERGENCY WORK
 - 1. EMERGENCY WORK requires immediate correction of a condition having an adverse effect on the safety and welfare of the building population and/or jeopardizing continued use of the space and/or building.
 - 2. The CONTRACTOR shall respond and be at the work site within one (1) hour of notification received from the COUNTY.
 - 3. The CONTRACTOR shall have an employee available at all times to address issues and problems as they arise. The employee shall carry a pager and/or cellular telephone

and have the authority to provide an estimate, and summon manpower and equipment.

4. The CONTRACTOR shall initiate WORK immediately upon written, electronic, or verbal authorization from the COUNTY. Electronic and verbal authorization shall be followed by a written WORK ORDER.

END OF SECTION

SECTION 02 82 00
ASBESTOS REMEDIATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section describes the requirements for asbestos remediation at various buildings and facilities owned by the COUNTY. The requirements of this Section apply to each project identified by the COUNTY by means of a WORK ORDER specifying the scope of each project. An Asbestos Survey Report may be provided for each project. Multiple projects may be performed under the terms of this Section, however there is no guarantee of the minimum amount of WORK.
 - 1. Asbestos Survey Report may be prepared by others, and may be provided as part of each project to be remediated. The completed asbestos survey, when provided, shall be kept on site along with the asbestos notification and variance, if required, throughout the duration of the asbestos project as required by Industrial Code Rule 56 Subpart 56-5.1 (g).
- B. Asbestos project air sampling and air sampling report shall be provided by others, coordinated by the COUNTY.

1.02 RELATED DOCUMENTS

- A. Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, cited as 12 NYCRR Part 56, as amended March 21, 2007, also known as Industrial Code Rule 56 (*ICR 56*).
- B. Contract Terms and Conditions apply to this Section.
- C. Asbestos Survey Report for each project.

1.03 ABBREVIATIONS

ACM	Asbestos Containing Material
ICR	Industrial Code Rule
NYSDOL	New York State Department of Labor
PACM	Presumed Asbestos Containing Material

1.04 DEFINITIONS

- A. Asbestos Project Types (See ICR 56, Subpart 56-2.1 (w) (2))
 - 1. Large Asbestos Project
 - 2. Small Asbestos Project
 - 3. Minor Asbestos Project
 - 4. Incidental Disturbance Asbestos Project
 - 5. Emergency Asbestos Project

1.05 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Asbestos Abatement
 - 1. Method of Measurement: In accordance with Contract for Remediation for each project
 - 2. Basis of Payment: Includes permits, asbestos project notification, preparation of variance if applicable, labor, materials, equipment, mobilization, preparation, removal and disposal of asbestos containing material, re-cleaning if necessary to obtain final clearance, and de-mobilization.
 - a. Asbestos project air sampling, if required by ICR 56, shall be provided by the COUNTY
 - b. Asbestos project air sampling report shall be prepared by the COUNTY.

1.06 SUBMITTALS

- A. Proposal: Submit Cost Proposal for Asbestos Remediation of each project.
- B. Upon award of Contract, submit the following:
 - 1. Submit current valid copy of CONTRACTOR asbestos handling license a minimum of ten (10) days prior to the start of WORK.
 - 2. Submit current valid copy of asbestos handling certificate for each person performing asbestos removal a minimum of ten (10) days prior to the start of WORK.
 - 3. Submit health and safety plan a minimum of ten (10) days prior to the start of WORK.

1.07 REGULATORY REQUIREMENTS

- A. WORK must be performed in accordance with, and comply with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, cited as 12 NYCRR Part 56, as amended March 21, 2007, also known as Industrial Code Rule 56.

1.08 MEETINGS

- A. Pre-abatement meeting may be held on-site a minimum of seven (7) days prior to the start of WORK.
- B. On-site job meetings may be held during the performance of the WORK. Supervisory personnel representing the CONTRACTOR and major subcontractors that are deemed necessary at the time must attend. Meetings may be held weekly.

1.09 CONTRACT TIME

- A. Anticipated date of start of WORK, and the Contract Time shall be identified in the WORK ORDER for each specific remediation project.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare and submit "Asbestos Project Notification" to New York State Department of Labor.
- B. Prepare and submit "Petition For A Variance Or Other Relief" if a variance from 12 NYCRR Part 56 is intended.
- C. Background air sampling and pre-abatement area preparation air sampling, if required by ICR 56, shall be provided by COUNTY. Notify COUNTY of intent to abate a minimum of ten (10) days in advance of abatement WORK.
- D. Provide notification to residential and business occupants as necessary to comply with 12 NYCRR Part 56.
- E. Prepare work area entry and exits, and personal decontamination enclosure systems. Establish regulated abatement work area, and post asbestos warning signs required as per current OSHA regulations.

3.02 REMOVAL

- A. Remove asbestos containing material in accordance with 12 NYCRR Part 56, and other applicable regulations. Store asbestos containing material in manner and method in compliance with 12 NYCRR Part 56. COUNTY shall provide air monitoring during removal.
- B. Containerize asbestos containing material and remove from work site. Dispose of material at Mill Seat Landfill, Town of Riga, NY unless the materials to be disposed of are not accepted by the facility. Dispose of materials at a facility licensed to receive the waste material.
 - 1. Provide disposal manifests and daily progress reports including sign-in sheets for workers and authorized visitors to COUNTY for use in final report.
- C. Clean work areas. COUNTY shall provide post-abatement clearance air sampling. Re-clean if necessary until post-abatement air sampling is acceptable.

END OF SECTION

MONROE COUNTY
ASBESTOS REMEDIATION
TERM CONSTRUCTION CONTRACTS (TCC#8)
BP#0601-12

FORM OF PROPOSAL

CONTRACT No. 8-B: EMERGENCY WORK

Proposals may be considered informal and may be returned to the BIDDER if all blank spaces in the Form of Proposal are not filled in.

Pursuant to and in compliance with all terms, conditions, and specifications contained in this Bid Project, the BIDDER hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities and items necessary or proper for or incidental to work required by and in strict accordance with the Contract Documents, and any Addenda subsequently issued at a wage rate Multiplier of:

Asbestos Remediation Term Construction Contract No. 8-B, Emergency Work:

MULTIPLIER:	<u> 2.45 </u>	<u> Two point four five </u>
	(Number)	(In Words)

EXAMPLE: *Contract Labor Rate for Asbestos Remediation = 100% Wage Rate*
 BIDDER's Price = 150% x Wage Rate
 MULTIPLIER = 1.50 or One Point Five-Zero

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.